

78-007423

MORTGAGE

This Indenture, Made and Executed this 30th day of October, A. D. 1978

by and between Theodore C. Moleczyk and Jean Ann Moleczyk
1016 West Koenig, Grand Island, Nebraska 68801 party of the first part,

and Roberts Dairy Employees Federal Credit Union
2901 Cuming St., Box 1735, Omaha, Nebraska 68101 party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of a loan in the amount of
Six thousand seventy-six and 67/100 - - - - - DOLLARS, paid by said party of the
second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents, does grant, bar-
gain, sell and convey, unto said party of the second part, the following described real property situate in the County of Hall
and State of Nebraska, to-wit:

Lot 6, Block 125, Koenig and Wiebe's Addition, to the
City of Grand Island in Hall County, Nebraska.

together with all the tenements, hereditaments and appurtenances to the same belonging, and all the estate, title, dower right of homestead,
claims and demands whatsoever of the said party of the first part of, in or to said premises or any part, thereof, and said party of the first
part does hereby covenant, that said party of the first part is lawfully seized of said premises, that said premises are free from incumbrance

Except First Mortgage and that said party of the first part will
warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon these conditions:

WHEREAS, said party of the first part has executed and delivered to the said party of the second part a
promissory note in the amount of Six thousand seventy-six and 67/100 dollars to be repaid
in bi-weekly payments as follows: 182 bi-weekly payments of Forty-nine and 42/100 dollars
including interest based on the rate of 1% per month, or 12% per annum, the first payment
to be made on November, 1978 and continuing with a payment of like amount every other
Wednesday thereafter until the full amount, plus interest has been paid in full.

and whereas, the party of the first part has agreed to keep the buildings, if any, upon said premises, insured in some company or companies
approved by said party of the second part, for the sum not less than the first and second mortgages DOLLARS,
and deliver to said party of the second part the policy or policies containing a clause with the loss payable to said party of the second part,
or assigns, and has agreed to pay all taxes and assessments against said premises before the same, by law, become delinquent, and has agreed
that if said party of the first part does not provide such insurance, or fails to pay all taxes as aforesaid, then said party of the second part, or
holder hereof, may pay such insurance and taxes, or either of them, and all amounts so paid by said party of the second part shall bear inter-
est at the rate of nine per cent per annum from the date of payment, and this mortgage shall stand as security therefor, and said sum may
be added to the amount of the mortgage debt, and the same recovered as a part thereof. Now, if the said party of the first part shall well
and truly pay or cause to be paid the said sum of money in said note mentioned, with interest thereon according to the tenor and effect
of said note, and shall keep said buildings insured as aforesaid, and shall keep all taxes and assessments paid, and shall duly keep, and
perform all the other covenants and agreements herein contained, then these presents to be null and void. But if said sum of money or any
part thereof, or any interest thereon, is not paid when the same is due, or if said buildings shall not be kept insured as aforesaid, or if the
taxes and assessments against said premises are not paid at or before the time the same become by law delinquent, or if said party of the
first part shall fail to keep and perform any covenants herein contained, the holder hereof shall have the option to declare the whole of said
indebtedness due and payable at any time after such failure or default, and may maintain an action at law or equity to recover the same,
and the commencement of such action shall be the only notice of the exercise of said option required.

AND IT IS FURTHER PROVIDED AND AGREED, That the said Mortgagor shall and will pay all taxes levied upon this mort-
gage or the debt secured thereby, together with any other taxes or assessments which may be levied under the Laws of Nebraska, against the
said Mortgagee or the legal holder of the said principal note on account of this indebtedness.

In Testimony Whereof, We hereunto set our hands the date above written.

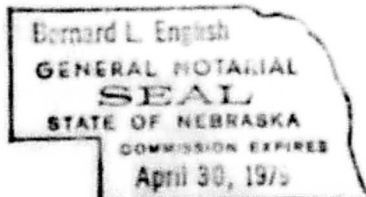
IN PRESENCE OF

Theodore C. Moleczyk
Jean Ann Moleczyk

STATE OF NEBRASKA, }
County of Hall } ss.

On this 30th 6th day of November A. D. 1978

before me, a Notary Public in and for the said County personally came the above named
Theodore C. Moleczyk and Jean Ann Moleczyk



who are personally known to me
to be the identical persons whose names are are affixed to the above instrument
as grantor and they acknowledged said instrument to be their voluntary
act and deed.

WITNESS my hand and Notarial Seal the date last aforesaid.

Bernard L. English
Notary Public.

My commission expires on the _____ day of _____ A. D. _____

Entered as Document No.

78-07423

Grantor 22
Grantee B
Numerical 2-2-4

NOV 13 AM 10 37
State Of Nebraska
County of Lincoln
REGISTER OF DEEDS
JEAN FISHER

Jean Fisher

Ed. L. Bayless & Co. M.

Real Estate Mortgage

FROM

TO

STATE OF NEBRASKA, }
County, }

Entered on Numerical Index of Mortgages and

filed for record this

day of A. D., 19.....

at o'clock M., and recorded in Book

..... of Mortgages, at Page.....

Register of Deeds
County Clerk.

By Deputy.

When Recorded return to